

REC'D FOR RECORD Jan 3 1974 323 P

THIS MORTGAGE, made this 28th day of December, 1973, by and between FRANCES E. ALLGIRE, Widow, WILLIAM T. SMITH and ELIZABETH SUE SMITH, his wife, hereinafter called "Mortgagor," and HERBERT B. MERRYMAN

, hereinafter called "Mortgagee."

WITNESSETH: WHEREAS, Mortgagor now stands indebted unto Mortgagee in the sum of THIRTY THREE THOUSAND Dollars (\$ 33,000.00), which sum was lent to the Mortgagor, evidenced by a note of even date herewith payable to the said Mortgagee, or order, payable in monthly installments of One Hundred Fifty Dollars (\$150.00) each, plus interest at the rate of seven per cent (7%)

The Mortgagee hereby agrees to accept the sum of \$10.00 (Ten Dollars) as partial payment of the principal of the above described mortgage.

Privilege is reserved to pay this debt in whole or in part in an amount equal to one or more monthly installments on the principal and interest that are next due, on the 1st day of any month prior to maturity.

payable quarterly on the remaining balance of \$25,800.00, principal payments of \$150.00 commencing on the 1st day of February, 1974, and continuing on the 1st day of each and every month thereafter, until the 1st day of January, 1978, when the entire balance of \$25,800.00 shall be paid in full. The quarterly interest payments of \$112.89 being due and payable on the 1st day of May, August, November and February. The remaining balance of \$25,800.00 shall be paid in full to the Mortgagee no later than 30 days from the 1st day of January, 1978.

AND WHEREAS, for the better securing of the payment of said single bill or note or notes that may be given hereafter in extension or renewal of the note referred to above or any part thereof, the Mortgagor does hereby execute this mortgage.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), in hand paid, the said Mortgagor does hereby grant and convey in fee simple unto Mortgagee, its or their heirs, personal representatives, successors or assigns, hereinafter collectively called "Mortgagee", all that piece or parcel of land situate, lying and being on the North side of the Mountain Church Road in Burkittsville District, Frederick County, Maryland, and being a part of a tract of land called "Stoney Ridge", and more particularly described as follows: BEGINNING at an iron pipe on the North side of the county road, said point being at the end of the 3rd line of a deed from Henry McBride to Samuel B. Mentzer, recorded in Liber C.M. No. 1, Folio 72, one of the Land Records of Frederick County, and running thence by and with the dividing line between the property herein intended to be conveyed and the property formerly owned by Oliver Huffer, two courses and distances, (1) North 36° 30' West 693.00 feet to a stone, thence (2) North 36° 45' East 239.25 feet to a planted stone, thence by and with the dividing line between the property herein intended to be conveyed and the property of Lucille I. Dykes, and husband, (3) South 59° 30' East 404.25 feet to a corner post, thence (4) North 76° 00' East 237.00 feet to a point, thence by and with the dividing line between the property herein intended to be conveyed and the properties heretofore conveyed by Herbert B. Merryman and wife to Guy F. Butts and wife, by deed dated November 16, 1956, and recorded in Liber No. 575, Folio 29, one of the Land Records of Frederick County, and by Herbert B. Merryman and wife to Harry H. Carter, by deed dated November 16, 1956, and recorded in Liber No. 575, Folio 30, one of the Land Records aforesaid, (5) South 02° 30' West 293.00 feet to a post on the dividing line between the property herein intended to be conveyed and the lot conveyed by Herbert B. Merryman and wife to Charles H. Merryman, by deed dated July 17, 1951, and recorded in Liber No. 494, Folio 387, one of the Land Records of Frederick County, (6) South 10° 00' West 260.00 feet to a point in the center of the public road, thence by and with the center of said road, (7) South 73° 00' West 251.00 feet to the place of beginning, containing 6.329 acres of land, more or less, as surveyed by William C. Humm, surveyor, in March, 1961.

BEING all of PARCEL NO. 2 in a deed from Richard E. Zimmerman and E. Austin James, Trustees, in No. 19,524 Equity, dated May 4, 1961, unto Herbert B. Merryman, and recorded among the Land Records of Frederick County, Maryland, in Liber 653, Folio 122.

AND also being all and the same real estate which was conveyed unto the Mortgagors herein by a deed from Herbert B. Merryman, which said deed bears even date herewith and is recorded, or intended to be recorded, prior hereto among the aforesaid Land Records.

Receipt No. 331367

Equity Mortgage
Filed November 28, 1975

Pa. 14.00